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8 **Attorneys for Plaintiffs**
9 **Ai Hua Miao and Shenzhen Dazhen Electronics**

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 AI HUA MIAO, an individual; SHENZHEN
13 DAZHEN ELECTRONICS CO. LTD., a foreign
14 corporation,

15 Plaintiffs,

16 v.

17 CAIE FOODS PARTNERSHIP, LTD, a Nevada
18 limited liability company; CAIE FOODS
19 PRODUCTION, LLC, a Nevada limited liability
20 company, and DOES 1 through 10, Inclusive,

21 Defendants.

Case No.: 3:22-cv-00463-ART-CLB

**ORDER GRANTING STIPULATED
PROTECTIVE ORDER GOVERNING
DOCUMENTS PRODUCED PURSUANT
TO THIRD PARTY SUBPOENA DUCES
TECUM TO U.S. BANK**

22 Plaintiffs AI HUA MIAO and SHENZHEN DAZHEN ELECTRONICS CO. LTD.
23 (“Plaintiffs”) and Defendants CAIE FOODS PARTNERSHIP, LTD. and CAIE FOODS
24 PRODUCTION, LLC (“Defendants”), by and through their respective counsel of record, hereby
25 stipulate and agree as follows:

26 1. Plaintiffs seek monthly bank statements of Defendant CAIE FOODS
27 PARTNERSHIP, LTD. (“CAIE Foods”), ending in U.S. Bank Account No. 0870 between the
28 months of February 2020, and June 2023.

1 This production contains confidential, proprietary, and commercially sensitive
2 documents reflecting CAIE Foods’s bank statements. These bank statements and any information
3 obtained via U.S. Bank’s response to the Subpoena Duces Tecum (“SDT”) will hereinafter be

1 referred to as “Protected Materials.”

2 3. Plaintiffs served the Notice of Intent and Subpoena Duces Tecum to U.S. Bank to
3 Defendants on June 14, 2023 (“Notice of Intent”). Defendants were granted an extension to respond
4 to the Notice of Intent due to a recent filing of the substitution of counsel of record wherein
5 Defendants obtained new counsel. Further, Defendants objected to the SDT on July 20, 2023.
6 Plaintiffs’ and Defendants’ counsel have engaged in extensive meet and confer efforts to balance the
7 interests of the parties and have agreed to enter into this Stipulated Protective Order governing the
8 Protected Materials identified herein.

9 4. The Protected Materials produced by U.S. Bank, or any of its authorized agents,
10 pursuant to the SDT shall be subject to the following:

11 a. For all Protected Materials received from U.S. Bank in response to the SDT,
12 Plaintiffs will designate Protected Materials as such by stamping them as “CONFIDENTIAL” and
13 bates stamp them separately from other documents produced in this action; and

14 b. Any party receiving Protected Materials (including those persons listed in
15 paragraph 6) may not disclose the Protected Materials to anyone except in accordance with the terms
16 of this Stipulated Protective Order.

17 5. Plaintiffs may challenge the designation of any Protected Materials on the grounds
18 that it does not qualify for protection, but must do so in good faith, and must begin the process by
19 notifying Defendants, in writing, of the challenge, setting forth in reasonable detail the reasons for
20 the challenge and identifying the challenged Protected Materials by bates stamp number.

21 a. If Defendants agree with the challenge by Plaintiffs, Defendants’ counsel will
22 promptly notify that it is withdrawing or changing the designation of the Protected Materials; and

23 b. If Defendants do not agree with the challenge by Plaintiffs, counsel shall meet
24 and confer concerning the challenge. If the parties are not able to resolve the dispute, either party
25 may seek relief from the Court in accordance with its rules and procedures. Until the Court rules on
26 the dispute, all parties shall continue to afford the Protected Materials in question the level of
27 protection to which it is entitled by its original designation.

28 6. The Protected Materials may be disclosed by the receiving party only to persons

1 listed in (a)-(f) below, but only upon each receiving party executing the Acknowledgment and
 2 Agreement to be Bound by Order (“Acknowledgement”), attached hereto as Exhibit A. Any
 3 executed Acknowledgement shall be provided to counsel for both Plaintiffs and Defendants prior to
 4 the Protected Materials being disclosed, except for counsel for Plaintiffs and Defendants and any
 5 Court and its personnel that has jurisdiction over this civil action only:

- 6 a. Counsel for Defendants (including both outside and in-house counsel),
 7 including their associates, staff and contract attorneys, clerks, and secretarial and clerical personnel;
- 8 b. Plaintiffs’ current officers, directors, and employees who are responsible
 9 for overseeing or assisting with this litigation;
- 10 c. Counsel for Plaintiffs (including their associates, staff and contract
 11 attorneys, clerks, and secretarial and clerical personnel;
- 12 d. Any settlement judge or mediator;
- 13 e. Qualified persons taking testimony involving such information, and
 14 necessary stenographic, videotape, and clerical personnel;
- 15 f. Retained independent experts, advisers, or consultants who are assisting
 16 counsel in the prosecution or defense of the action (and their secretarial and clerical personnel); and

17 7. Such disclosures are authorized only to the extent necessary to prosecute or defend
 18 the claims in this action. Nothing in this Stipulated Protective Order shall prevent counsel from
 19 providing legal advice to their clients. Any other use is prohibited except by consent of the parties
 20 or by order of the court. Notwithstanding the above, Caie Foods is free to do whatever it desires
 21 with its own Protected Materials.

22 8. Nothing in this Stipulated Protective Order shall prevent any party from using
 23 excerpts of information from the Protected Materials in connection with any hearing, motion, brief,
 24 appeal, or other proceeding in this action. However, if any party uses any part of the Protected
 25 Materials—to include information derived from the Protected Materials—protected by the instant
 26 order, pursuant to or in support of any motions, briefs, appeals or other proceedings, the Protected
 27 Materials must be filed under seal. Unless otherwise permitted by statute, rule, or prior court order,
 28 papers filed with the court under seal shall be accompanied by a contemporaneous motion for leave

1 to file those documents under seal, and shall be filed consistent with the court's electronic filing
2 procedures.

3 9. Nothing in this Stipulated Protective Order shall prevent the use in open court, at any
4 hearing or at trial of this case, of any material that is subject to this Stipulated Protective Order or
5 filed under seal pursuant to the provisions herein. Any court hearing which refers to or describes
6 information filed under seal in accordance with this Stipulated Protective Order, in the court's
7 discretion, may be held *in camera*. Any party desiring that hearing or any portion thereof be held *in*
8 *camera*, or that the trial or any portion thereof be conducted *in camera*, may make a separate motion
9 requesting such treatment.

10 10. If any person receiving the Protected Materials or information: (a) is subpoenaed in
11 another action; or (b) is served with a demand in another action to which he or she is a party; or (c) is
12 served with any other legal process by one not a party to this litigation seeking the Protected
13 Materials or information that would reveal a material portion of the Protected Materials' content,
14 said person shall give prompt written notice of such to counsel of record herein and object to its
15 production. Nothing herein shall require any person to challenge or appeal any order requiring
16 production of Protected Materials covered by this Protective Order, or to subject himself or herself to
17 any penalties for non-compliance with any legal process or order, or to seek any relief from any
18 court. No party shall oppose a producing party's efforts to challenge a subpoena, demand, or other
19 legal process calling for the production of these Protected Materials or any material subject to this
20 Protective Order.

21 11. Any inadvertent disclosure of the Protected Materials or any information contained in
22 or derived from the Protected Materials by any party to this action to any other party, person, or
23 entity shall not be deemed a waiver of the confidentiality of the information contained therein. Any
24 such inadvertently disclosed information shall be returned immediately to the disclosing party upon
25 the discovery thereof. In the event such disclosure is to a non-party, the disclosing party must
26 immediately demand return of the disclosed material and if the demand is rejected file a motion in
27 the appropriate court to obtain an order directing return of the Protected Materials, and in this action
28 promptly submit a notice of such motion.

1 12. In agreeing to terms of this Stipulated Protective Order, the parties have not waived:

2 a. any right to seek another order from the Court with regard to any document,
3 information, or testimony, whether or not within the purview of this Stipulated Protective Order;

4 b. any right to take any other actions available to such party under law regarding
5 any invasion of privacy or breach of confidentiality; and

6 c. any right to object to the admissibility of any document or testimony on any
7 grounds.

8 13. Within ninety (90) days of the conclusion of this action in the Court (whether by
9 judgment, settlement, or otherwise), any party with possession of copies of the Protected Materials
10 and any information that could reasonably reveal a material portion of the Protected Materials'
11 contents must destroy said Protected Materials in a secure manner. Materials produced in this matter
12 shall remain subject to this Stipulated Protective Order notwithstanding the conclusion of the matter.
13 A receiving party may retain one copy of the Protected Materials during the period within which an
14 appeal may be filed pursuant to FRAP 3(a), and, in the event of an appeal, for the duration any
15 period of the appeal, and if an appeal results in remand to the Court, for the duration of the action in
16 Court following remand.

17 14. Compliance with the terms of this Stipulated Protective Order is not intended to, nor
18 shall it:

19 a. prejudice in any way the rights of any party to object to the production of
20 documents or otherwise to object to the disclosure of information in any other discovery request it
21 considers not subject to discovery;

22 b. prejudice in any way the right of any party to seek a determination by the
23 Court (i) whether particular discovery materials should be produced; or (ii) if produced, whether
24 such material should be subject to the terms of this Stipulated Protective Order; and

25 c. operate as a waiver of any claim or defense asserted by the parties or of the
26 right, if any, of any party to make any other type of objection, claim, or other response.

27 15. The Court shall retain jurisdiction over the parties for the purpose of enforcing the
28 Stipulated Protective Order.

1 16. This Stipulated Protective Order may be executed in counterparts, each of which will
2 be deemed original, and this Stipulated Protective Order shall become effective upon execution by
3 all parties hereto.

4 **IT IS SO STIPULATED.**

6 DATED August 17, 2023.

DATED August 17, 2023

7 **ANDREW BAO & ASSOCIATES**

FLYNN GIUDICI, PLLC

8
9 By: /s/ Andrew Bao

By: /s/ Shamus Flynn

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12
13 **ORDER**

14 The Court will only retain jurisdiction over this protective order while the case
15 is pending, and its jurisdiction will cease upon dismissal of the case.

16 **IT IS SO ORDERED.**

17
18 
UNITED STATES MAGISTRATE JUDGE

19 DATED: August 21, 2023.